

CS 2020-2227

Andrews



**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

AMY GUSTAFSON,

Plaintiff,

v.

ALLSTATE VEHICLE AND PROPERTY
INSURANCE COMPANY,

Defendant.

CJ

2020-2227

No:

**FILED IN DISTRICT COURT
OKLAHOMA COUNTY**

MAY 14 2020

**RICK WARREN
COURT CLERK**

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JURY TRIAL DEMANDED

PETITION

COMES NOW Plaintiff, Amy Gustafson ("Plaintiff"), and for her causes of action against Defendant, Allstate Vehicle and Property Insurance Company ("Allstate" or "Defendant Allstate"), alleges and states:

1. At all times material hereto, Plaintiff insured her home under a policy of insurance with Allstate, policy number 815 190 513.
2. Defendant Allstate is licensed and does business in the state of Oklahoma as a property and casualty insurer.
3. On or about March 23, 2019, Plaintiff's home sustained damage in a covered loss due to a hail and windstorm.
4. The acts and occurrences that are the subject of this lawsuit occurred within the state of Oklahoma and occurred within Oklahoma County, Oklahoma. Therefore, jurisdiction and venue are proper within Oklahoma County, Oklahoma.
5. Allstate breached the subject insurance policy by wrongfully denying coverage and failing and refusing to pay the proper amounts due under the policy for the covered damage to the Plaintiff's home.

6. In its handling of Plaintiff's claims, Defendant breached the insurance contract and the implied covenant of good faith and fair dealing, as a matter of standard business practice, in the following respects:

- a. failing and refusing payment and other policy benefits for the covered damage to Plaintiff's home at a time when Defendant knew that she was entitled to those benefits;
- b. failing to properly investigate Plaintiff's claim and to obtain additional information both in connection with the original refusal and following the receipt of additional information after reinspection of the home at request of Plaintiff's representatives;
- c. refusing to honor Plaintiff's claim in some instances for reasons contrary to the express provisions of the policy and/or Oklahoma law;
- d. refusing to honor Plaintiff's claim in some instances by applying restrictions not contained in the policy;
- e. refusing to honor Plaintiff's claim in some instances by knowingly misconstruing and misapplying provisions of the policy;
- f. failing to adopt and implement reasonable standards for the prompt investigation and reasonable handling of claim arising under these policies, to include Plaintiff's claim;
- g. not attempting in good faith to effectuate a prompt, fair and equitable settlement of Plaintiff's claim once liability had become reasonably clear;
- h. forcing Plaintiff, pursuant to its standard claims practice, to retain counsel in order to secure benefits Defendant knew were payable;
- i. failing to properly evaluate any investigation that was performed;
- j. failing and refusing to properly investigate and consider the insurance coverage Defendant agent promised to its insured;
- k. forcing the insured to hire an attorney to obtain proper payment of property claims;
- l. delaying payment of certain benefits; and
- m. refusing to consider the reasonable expectations of the insured and beneficiaries;

all in violation of the covenant of good faith and fair dealing and resulting in financial benefit to Defendant.


7. Defendant acted unreasonably and in bad faith in delaying, denying and underpaying Plaintiff's claims.

8. Defendant recklessly disregarded and/or intentionally and with malice breached its duty to deal fairly and act in good faith entitling Plaintiff to recover punitive damages.

WHEREFORE, Plaintiff prays for judgment against the Defendant, Allstate Vehicle and Property Insurance Company, both for compensatory damages and punitive damages, with interest and costs of this action, for a reasonable attorney fee and for such other relief as may be appropriate. The amount sought as damages is greater than the amount required for diversity jurisdiction pursuant to §1332 of Title 28 of the United States Code.

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JURY TRIAL DEMANDED